

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ILLINOIS NATIONAL INSURANCE COMPANY,
THE INSURANCE COMPANY OF THE STATE
OF PENNSYLVANIA, and NATIONAL UNION
FIRE INSURANCE COMPANY OF
PITTSBURGH, PA,

Plaintiffs,

v.

TUTOR PERINI CORPORATION,

Defendant.

CASE NO. 11-CV-00431
(KBF)(ECF)

TUTOR PERINI CORPORATION,

Third-Party
Plaintiff,

v.

CERTAIN UNDERWRITERS AT LLOYD'S,
LONDON,

Third-Party
Defendant,

DECLARATION OF JOHN E. HUGHES IN SUPPORT OF
TUTOR PERINI'S MEMORANDUM OF LAW IN OPPOSITION TO CHARTIS' MOTION
TO STRIKE SECTIONS OF TUTOR PERINI'S OPPOSITION
TO MOTION FOR JUDGMENT ON THE PLEADINGS

I, John E. Hughes, declare as follows:

1. I am Risk Manager at Defendant and Third-Party Plaintiff Tutor Perini Corporation ("Tutor Perini"). I submit this declaration in support of Tutor Perini's Memorandum of Law in Opposition to Chartis' Motion to Strike Sections of Tutor Perini's Opposition to Motion for Judgment on the Pleadings. The following is set forth on my own personal knowledge.

2. Tutor Perini is a Massachusetts corporation and was incorporated in Massachusetts in 1918.

3. The company was founded in Massachusetts in 1894 and has conducted operations, including risk management duties, in Massachusetts from 1894 to the present day.

4. Tutor Perini had its principal place of business in Framingham, Massachusetts at all times relevant to this dispute, including during the insurance policy periods at issue in this action (2001-2008), during construction of the building at issue, at the time of the Facade Failure, and months after notice was given to Chartis regarding the Facade Failure.

5. I was hired by Tutor Perini in 1982 as an Insurance Claims Administrator in Framingham, Massachusetts. I was promoted to Risk Manager in 1988. I am and always have been located in Tutor Perini's risk management office in Framingham, Massachusetts.

6. I have the primary responsibility for risk management issues on the East Coast, including New York, and have the primary responsibility for handling insurance claims in New York, including the Facade Failure.

7. Tutor Perini handled the insurance matters at issue in this action through Tutor Perini's risk management office and through myself in Framingham, Massachusetts, including the negotiation of a substantial portion of the insurance policies at issue in this action, the ICSOP Policies and the National Union Policies, which were purchased and delivered to Tutor Perini in Massachusetts through a Massachusetts insurance broker and insured Tutor Perini as a Massachusetts-based risk.

8. All communications from Chartis to Tutor Perini regarding Tutor Perini's claims were exclusively sent and received by Tutor Perini's risk management office in Massachusetts to my attention.

9. All communications to Chartis from Tutor Perini have been sent from Tutor Perini's risk management office in Framingham, Massachusetts from me, including notice of the Facade Failure in January 2009.

10. Tutor Perini's notice of the Facade Failure was sent to Chartis from Tutor Perini's risk management office in Massachusetts by me in January 2009 as part of my primary responsibilities as Tutor Perini's risk manager and without any direction from any other employees, including other risk management employees.

11. Following a merger, Tutor Perini's principal place of business was moved to Sylmar, California in October 2009.

12. Tutor Perini continues to maintain a risk management office in Framingham, Massachusetts and handled the insurance matters at issue in this action through Tutor Perini's risk management office in Massachusetts through me.

13. I am the only risk management employee in Tutor Perini's risk management office in Massachusetts.

14. My direct supervisor, Mr. Roger Donley, is based in Sylmar, California and became my supervisor after the merger.

I declare under penalty of perjury that the foregoing statements are true and correct. Signed this 1st day of June, 2012 in Framingham, Massachusetts.



John E. Hughes